UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES ATLANTA BRANCH OFFICE

SIMON DeBARTELO GROUP a/w M.S. MANAGEMENT ASSOCIATES, INC.

and

Case 29-CA-23218-1

LOCAL 32B-32J, SERVICE EMPLOYEES INTERNATIONAL UNION

Haydee Rosario, Esq., for the General Counsel. Douglas J. Heckler, Esq., for the Respondent. Rebecca A. Schleifer and Larry Engelstein, Esqs., for the Charging Party.

SUPPLEMENTAL DECISION

Statement of the Case

GEORGE CARSON II, Administrative Law Judge. This case was tried in Brooklyn, New York, on June 20, 2000, before Administrative Law Judge Howard Edelman.¹ The charge was filed on December 23, and the complaint issued on March 24, 2000. The complaint alleges violations of Section 8(a)(1) of the National Labor Relations Act affecting employees of a contractor at two of the Respondent's malls. The Respondent's answer denies any violation of the Act.

Judge Edelman issued his decision on December 1, 2000. On May 31, 2006, the Board remanded this case to the chief administrative law judge for reassignment to a different administrative law judge with the instruction to "review the record and issue a reasoned decision." *Simon DeBartelo Group*, 347 NLRB No. 26 (2006). On June 8, 2006, Chief Administrative Law Judge Robert A. Giannasi reassigned this case to me pursuant to the Board's remand. On June 13, 2006, the Charging Party filed with the Board a Motion for Reconsideration of its remand order. On June 30, 2006, the Board denied that motion. I find that the Respondent did violate the Act substantially as alleged in the complaint.

On the entire record made before Judge Edelman,² and after considering the briefs filed by the General Counsel, the Respondent, and the Charging Party, I make the following:

¹ All dates are in the year 1999 unless otherwise indicated.

² The transcript index does not reflect receipt of General Counsel's Exhibit 2, a stipulation, into the record. At page 25, after Counsel for the Respondent stated that he concurred with the stipulation, Judge Edelman stated, "I'm going to admit the stipulation to the record." The reporter marked General Counsel's Exhibit 2 as "received."

Findings of Fact

I. Jurisdiction

The Respondent, Simon DeBartelo Group a/w M.S. Management Associates, Inc., Simon, is a Delaware corporation engaged in the ownership and management of shopping malls including Roosevelt Field Mall, Garden City, New York, and Smith Haven Mall, Lake Grove, New York. Simon annually derives gross rent revenues in excess of \$100,000 from stores located in the malls including Federated Stores, Inc., from which Simon derived of in excess of \$25,000. Federated Stores, Inc. is engaged in the retail sale of goods at Smith Haven Mall and Roosevelt Field Mall, and it annually purchases and receives at those facilities goods valued in excess of \$50,000 directly from enterprises located outside the State of New York. Simon admits, and I find and conclude, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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Control Services, Inc., Control, is a corporation that provides building maintenance services pursuant to a contract with Simon at various locations, including the Roosevelt Field Mall and the Smith Haven Mall.

Simon admits, and I find and conclude, that Local 32B-32J, Service Employees International Union, the Union, is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

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A. Overview

In July 1999, the Union began organizational activities among the maintenance employees of Control at various malls located in the area of Long Island, New York. The complaint allegations relate to events that occurred on August 19 and September 24 at the Roosevelt Field Mall, and on August 28 and October 23 at the Smith Haven Mall. Almost all of the facts relevant to the alleged violations of the Act are stipulated and set out in General Counsel's Exhibit 2, hereinafter cited as Stipulation.

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B. Facts

1. Events at Roosevelt Field Mall

The complaint alleges that, on August 19, the Respondent, by Security Director Angelo Scala at the Roosevelt Field Mall, informed employees of Control that union solicitation was not permitted at the facility, and that he engaged in surveillance of Control employees while they were engaged in union activity. The complaint further alleges that, on September 24, the Respondent directed employees of Control to stop distributing union leaflets to the public and to leave the Roosevelt Field Mall area and threatened them that it would summon the police if they did not do so.

On August 19, a group of between five and eight off-duty Control employees, who when on duty performed maintenance at the Roosevelt Field Mall, met with organizers for the Union on the first floor of the mall in the mall corridor adjacent to a Sbarro's restaurant. Angelo Scala, Security Director for Simon at Roosevelt Field Mall, approached the group. Although Scala testified that he cautioned the group against "congregating," the parties stipulated that "the Simon agent approached the employees and informed them that soliciting was not allowed in

the facility." [Stipulation, paragraph 12.] The group then entered Sbarro's restaurant and ordered pizza. The parties stipulated that "Simon representatives observed the workers through the glass windows of the restaurant which separated the restaurant from the mall corridor. The workers observed the Simon representative looking at them." [Stipulation, paragraph 12.] The stipulation does not specify for how long the Simon representative observed the employees and union representatives.

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Although the briefs of the General Counsel and Charging Party state that the observation occurred for 15 minutes, there is no probative evidence to support that argument. Union Representative Kevin Stavris testified that "representatives" stood outside the restaurant and observed for "about 15 minutes." He did not identify Scala nor did he identify the "representatives" as Simon representatives.

Scala, an admitted supervisor for Simon, admits that he remained for "four or five minutes." He testified, "I guess I wanted to make sure they wouldn't come out into the common area of the mall, and congregate in the common area of the mall." Scala, who normally makes his reports to Mall Manager Joseph Silia, reported "who was there, that they were union, their representative was there and some of the employees of Control." Scala denied reporting names. He did not recall to whom he made his report.

On September 24, on the sidewalk outside the Grand Entrance to the Roosevelt Field Mall, two off-duty Control employees who worked at the Roosevelt Field Mall were handing out leaflets relating to the Union at 3:30 p.m. The parties stipulated that a Simon agent, presumably Security Director Scala, observed the workers and informed them "that they were not allowed to hand out flyers on mall property and that if they continued to do so they would be arrested for trespass." [Stipulation, paragraph 9.]

2. Events at Smith Haven Mall

The complaint alleges that, on August 28, the Respondent, by Security Director Michael Trombino at the Smith Haven Mall, directed employees of Control to cease distributing union leaflets to the public and to leave its parking lots and summoned Suffolk County Police to remove the employees of Control from its parking lot. The complaint alleges that, on that same date, Mall Manager Dennis Hejen asked the Suffolk County Police to arrest the Control employees who were distributing union leaflets to the public. The complaint further alleges that, on October 23, Trombino directed employees of Control to cease distributing union leaflets to the public and threatened to call the police and report the employees of Control if they continued to distribute union leaflets to the public.

On August 28, shortly after 11:15 a.m., a group of between six and eight off-duty Control employees, who when on duty performed maintenance at the Smith Haven Mall, together with five representatives of the Union, prepared to distribute leaflets on the outdoor sidewalk and parking lot near an entrance to the Mall. Security Director Michael Trombino approached the group. The parties stipulated that "[a]gents of Simon responded by directing Control employees to stop distributing ... to the public and to leave the sidewalk and the parking lot." [Stipulation, paragraph 7.] Union representative Kevin Stavris recalled that Trombino informed the employees, "This is not going on here today." Trombino informed Stavris that law enforcement officers were present, although, at that point, none were visible. Stavris informed Trombino that it was the right of the employees "to leaflet in front of the mall." Shortly thereafter several police cars, between four and six, drove up. Stavris spoke with the sergeant in charge. As he was doing so, Mall Manager Dennis Hejen approached the group. The sergeant informed the group, which included the off-duty Control employees, that they could not leaflet on mall property, that

it was private property. Stavris overheard Hejen tell the police officers "to arrest us if we stay on mall property."

Trombino admitted calling the police, saying that he did so after hearing that the Union planned a demonstration, the nature of which he was unaware. He went to the group in the parking lot after being informed that the group was gathering and that they had flyers. He testified that "we [Simon] don't allow soliciting or hand-billing on the property." Although Trombino denied making any statement regarding arrests, he did not deny that Hejen informed the police officers that they should arrest any members of the group, which included the off-duty Control employees, if they stayed on mall property.

On October 23, off-duty Control employees, accompanied by representatives of the Union, again went to the Smith Haven Mall and began distributing union leaflets to the public on the sidewalk outside of the main entrance to the mall. The parties stipulated that "Simon directed these Control employees to stop distributing union leaflets to the public and threatened to call the police if they continued to distribute leaflets to the public." [Stipulation, paragraph 10.]

Paragraph 10 of the Stipulation also states: "The parties do not stipulate that the Union's conduct was 'unruly." There is no evidence that any conduct was unruly. Security Director Trombino recalled that, prior to the employees and union representatives leaving, one individual stood on a bench and then "got down ... on his stomach ... trying to emulate a cockroach." The significance, if there be any, to the cockroach impersonation, relates to the claimed fear of the Control maintenance employees that they might be disciplined for unsanitary conditions at the mall, conditions that were beyond their control. The foregoing concern was expressed in a letter delivered to James Lundgren, one of Simon's Mall Managers at Smith Haven Mall, on October 20 in which the employees set out various deficiencies for which they had no responsibility including broken urinals and a broken toilet, leaky ceilings, and "[r]oaches in the food court area." The leaflet the employees were distributing on October 23 noted the cockroach problem, explained that the employees were seeking representation by the Union, and did not want "to lose their jobs because of consumer dissatisfaction."

Security Director Trombino recalled that the cockroach impersonation lasted a total of 20 seconds. A videotape made by the Union shows the leafleting during portions of the period that it was occurring from about 12:42 p.m. until about 1:12 p.m., when the employees and union representatives complied with the request to leave, accompanied as it was by the threat to call law enforcement officers to which the parties, as recited above, stipulated. Although the General Counsel, in her brief, notes that the foregoing event was not on the videotape, there are several gaps in the tape, including a gap of over 90 seconds between 1:06:01 p.m. and 1:07:35 p.m. in which the foregoing 20 second incident could have occurred. I do not find that the foregoing 20 second incident of street theater rendered the peaceful leafleting unruly. Trombino did not testify that the foregoing actions by one individual had any bearing upon the request that the leafleting cease.

The General Counsel and Charging Party, in their briefs, argue that the leaflet distributed at the Smith Haven Mall on October 23 was neither false nor malicious and that it was protected. I need make no determination in that regard. Employees have a protected right, during nonworking time in nonworking areas, to distribute literature in order "to solicit sympathy, if not support, from the general public, customers, supervisors, or members of other labor organizations." *NCR Corp.*, 313 NLRB 574, 576 (1993). The Respondent did not assert to the employees or at the hearing that the contents of the leaflet related in any way to the direction that the employees cease leafleting. Even if that issue had been raised and decided adversely to the General Counsel, my recommended order would be unaffected because no issue was

raised with regard to the contents of the leaflets that the Respondent directed not be distributed on August 28 at the Smith Haven Mall or on September at the Roosevelt Field Mall.

An incident report prepared by Simon, Exhibit 7 attached to the Stipulation, states that Trombino asked the employees to leave, that they did not comply, that SCPD, presumably the Suffolk County Police Department, was notified, but that by the time the police arrived the employees had ceased leafleting. The report makes no comment regarding the content of the leaflets or any "unruly" conduct by any of the individuals engaged in the leafleting.

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B. Analysis and Concluding findings

1. The Surveillance Allegation (Roosevelt Field Mall)

On August 19, Security Director Angelo Scala informed the union representatives and off-duty Control employees that they would not be permitted to solicit in the mall corridor. The group departed from the mall corridor, entered Sbarro's restaurant, and ordered pizza. Thus, they complied with Scala's request not to solicit and left the mall corridor. Scala thereafter remained for four or five minutes observing the "workers through the glass windows of the restaurant ... [and] [t]he workers observed the Simon representative looking at them." Scala's purported justification for his action, "I guess I wanted to make sure they wouldn't come out into the common area of the mall," is incredible. Watching the group through a window as they sat together for the time to which he admitted gave Scala the opportunity to observe the interaction of the employees with the union representatives. He could see whether any documents were being exchanged. See Farm Fresh, Inc., 301 NLRB 907 (1991). Scala made a report of what he observed. He did not report cautioning a group against soliciting. He reported "who was there, that they were union, their representative was there and some of the employees of Control." If, as he claimed, Scala was seeking to assure that the employees did not return to the common area of the mall, Scala could have positioned himself so that he could observe the door of the restaurant. Observing the door of the restaurant would establish whether the group was coming back out into the common area. There was no justification for observing the interaction of the employees with the union representatives through the window of the restaurant.

In *Dayton Hudson Corp.*, 316 NLRB 85, 86 (1995), employees who were in the company of union representatives left a department store and entered a nearby restaurant. Managers followed and also entered the restaurant. The Board held that there was "no legitimacy to the Respondent's surveillance" once the employees left the department store. In this case, the employees left the corridor common area and entered the restaurant. Although Scala did not enter the restaurant, just as in *Dayton Hudson*, management's observation of "employees who chose to associate with union organizers on their free time ... revealed the Respondent's intention to observe at close range the Section 7 activities" of those employees. In this case, as in *Dayton Hudson*, "[t]his intrusion on their statutory rights constitutes unlawful surveillance and violates Section 8(a)(1) of the Act." Ibid. I find that the Respondent engaged in surveillance as alleged in the complaint.

2. The Interference with Solicitation and Distribution Allegations

The stipulations of the parties and testimony establish that, at the Roosevelt Field Mall on August 19, the Respondent directed off-duty employees of Control to cease soliciting and on September 24 directed off-duty employees of Control to cease leafleting in nonwork areas and threatened that, if they continued to do so, law enforcement officers would be summoned. The stipulations and testimony further establish that, at the Smith Haven Mall on August 28 and October 23, the Respondent directed off-duty employees of Control to cease leafleting in

nonwork areas and threatened that, if they continued to do so, that law enforcement officers would be summoned. On August 28, Mall Manager Dennis Hejen requested law enforcement officers to arrest Control employees and union representatives who did not comply with the direction not to leaflet.

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The Respondent argues that this case is controlled by *Lechmere, Inc. v. NLRB*, 502 U.S. 527 (1992), and, citing *Oakland Mall*, 316 NLRB 1160 (1995), points out that the employees of Control were not its employees, thus it had the right under *Lechmere* to bar these non-employees from its property. *Oakland Mall* is inapposite. In that case, the Board specifically held the individuals engaged in handbilling, who were laid-off employees, were "nonemployees" because "they were neither employees of any of the employers whose property interests are at issue in this case nor employees with any right to enter to property in the course of their employment under a subcontract." Id. at 1163, fn. 12.

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The General Counsel contends that this case is controlled by *Gayfers Department Store*, 324 NLRB 1246, 1250 (1997), in which the Board, citing *Southern Services*, 300 NLRB 1154 (1990), enfd. 954 F.2d 700 (11th Cir. 1992), held that employees of a cleaning contractor who "regularly and exclusively work on the premises of an employer other that their own ... are not strangers to the property" and that they had the right to engage in Section 7 activity during nonworking times in nonwork areas of the Respondent's property.

The complaint herein is clearly and carefully drawn. The only violations alleged relate to employees, not the nonemployee union representatives who were present at each of the alleged incidents.

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When the rights being asserted by employees are rights protected by Section 7 of the Act, it is immaterial that the employer seeking to deny those rights is not the employer of the affected employees. In *Fabric Services, Inc.*, 190 NLRB 540 (1971), in which the employer argued that it could not, as a matter of law, be found to have violated the Act because it was not the employer of the employee who it had required to remove union insignia as a condition of performing services in its plant, the Board affirmed the decision of the administrative law judge which stated:

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...[T]he specific language of the Act clearly manifests a legislative purpose to extend the statutory protection of Section 8(a)(1) beyond the immediate employer-employee relationship. Thus Section 8(a)(1) makes it "an unfair labor practice for an employer [...] to interfere with, restrain, or coerce employees in the exercise of rights guaranteed in Section 7." And Section 2(3) declares, "The term employee shall include any employee, and shall not be limited to the employees of a particular employer, unless the Act explicitly states otherwise." Id at 541, 542.

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The Board distinguishes between the rights of employees and nonemployees vis-a-vis an employer's property rights. The Supreme Court has recognized the substantive difference of activity by employees "already rightfully on the employer's property, since the employer's management interests rather than his property interests were there involved." *Hudgens v. NLRB*, 424 U.S. 507, 522 at fn. 10, (1976), citing *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945). Thus, when the Section 7 rights of employees "rightfully on the employer's property" are involved, the employer's managerial rights, not the employer's property rights, are the focus of the inquiry.

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In *International Business Machines Corp.*, 333 NLRB 215 (2001), a case involving the respondent's prohibition of the display in its parking lot of a large hand painted sign soliciting support of a union, the Board affirmed the administrative law judge who pointed out that:

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In an unbroken line of decisions, this Board and the Supreme Court have stated that where an employee exercises his Section 7 rights while legally on an employer's property pursuant to the employment relationship, the balance to be struck is not vis-avis the employer's property rights, but only vis-a-vis the employer's managerial rights. The difference is "one of substance," since in the latter situation Respondent's managerial rights prevail only where it can show that the restriction is necessary to maintain production or discipline or otherwise prevent the disruption of Respondent's operations Id at 219, 220.

In the instant case, as already noted, the complaint is carefully drawn and relates only to employees, albeit employees of Control rather than Simon. There is no evidence of any disruption of the Respondent's operations. I find, consistent with the holding of the Board in *Gayfers Department Store*, supra, and as alleged in the complaint, that the Respondent violated Section 8(a)(1) of the Act by prohibiting the off-duty Control employees from soliciting during their nonworking time on August 19 at the Roosevelt Field Mall, from distributing union leaflets on nonworking time in nonworking areas at the Roosevelt Field Mall on September 24, and from distributing union leaflets on nonworking time in nonworking areas at the Smith Haven Mall on August 28 and October 23. I further find that the Respondent violated Section 8(a)(1) of the Act on September 24 at the Roosevelt Field Mall and on August 28 and October 23 at Smith Haven Mall by threatening employees with intervention by law enforcement officers if they engaged in leafleting in contravention of its unlawful directive to cease doing so.

3. The Solicitation/Distribution Rule

The General Counsel and Charging Party argue in their briefs that a rule prohibiting distribution and solicitation at the malls is overly broad and violates the Act. The Stipulation, paragraph 8, recites that "Simon maintains posted rules concerning solicitation and distribution at these malls" and maintains "an access permit policy for individuals wishing to solicit or distribute at the malls." Paragraph 8 further recites that "it is not contended that Simon selectively enforced these rules." The rules in question, attached to the stipulation, are headed, "Welcome to Roosevelt Field" and "Welcome to Smith Haven Mall, respectively. They then state: "In order to assist in our effort to provide a safe, secure and pleasant shopping environment, we ask for you cooperation with the following." Thereafter eight numbered "rules" are stated including "1. Appropriate non-offensive attire, including shirts and shoes must be worn," "2. Conduct that is disorderly, disruptive or which endanger others is prohibited. Such conduct may include running, use of skateboards, rollerblades, bicycles, radios, etc." and "4. Picketing, distributing handbills, soliciting and petitioning require the prior written consent of mall management."

There is no evidence that the foregoing rules were cited by representatives of Simon when it informed Control's off-duty employees that they could not solicit or distribute in nonwork areas. There is no complaint allegation addressing any posted or unposted rules. The complaint states that employees were "informed" that solicitation was not permitted and "directed" to cease distributing union leaflets. There is no allegation of enforcement of an unlawful rule.

Despite the foregoing, both the General Counsel and Charging Party argue in their briefs that rule number 4 is overly broad and violates the Act. No amendment of the complaint was offered at hearing or in the General Counsel's brief. The rules are addressed to the customers

who are being served by employees and for whom Simon seeks "to provide a safe, secure, and pleasant shopping environment." Customers, although invitees, are strangers to the property. The Control employees who "regularly and exclusively work on the premises ... are not strangers to the property." That distinction is the controlling factor in this decision. The rules are addressed to customers. The record does not establish that the Respondent relied upon the foregoing rules when directing the off-duty Control employees not to solicit or distribute. I have found that the foregoing conduct violated the Act. The Respondent was not, pursuant to the allegations of the complaint or any amendment thereto, placed on notice that the rule addressed to customers was in issue. This matter was not fully litigated. I shall make no finding regarding the foregoing rule.

Conclusions of Law

- 1. By engaging in surveillance of off-duty employees engaging in the union activity of meeting with representatives of the Union, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.
- 2. By prohibiting employees on their nonworking time from engaging in solicitation and leafleting in nonworking areas, activities protected by Section 7 of the Act, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.
 - 3. By threatening off-duty employees with intervention by law enforcement authorities if they disobeyed the Respondent's unlawful prohibition of their protected solicitation and leafleting activity, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

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Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist therefrom and post an appropriate notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³

ORDER

The Respondent, Simon DeBartelo Group a/w M.S. Management Associates, Inc., Garden City and Lake Grove, New York, its officers, agents, successors, and assigns, shall:

- 1. Cease and desist from:
- (a) Engaging in surveillance of off-duty employees engaging in the union activity of meeting with representatives of Local 32B-32J, Service Employees International Union.

³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- (b) Prohibiting employees on their nonworking time from engaging in solicitation and leafleting in nonworking areas.
- (c) Threatening off-duty employees with intervention by law enforcement authorities if they disobeyed the Respondent's unlawful prohibition of their protected leafleting activity.
 - (d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
 - 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within 14 days after service by the Region, post at its Roosevelt Field Mall, Garden City, New York, and Smith Haven Mall, Lake Grove, New York, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Control Services, Inc., at any time since August 19, 1999.
- (b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.
- IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C., July 13, 2006.

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George Carson II
Administrative Law Judge

⁴ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

The National Labor Relations Board had found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union Choose representatives to bargain with us on your behalf Act together with other employees for your benefit and protection Choose not to engage in any of these protected activities

WE WILL NOT engage in surveillance of employees engaging in the union activity of meeting with representatives of Local 32B-32J, Service Employees International Union.

WE WILL NOT prohibit employees on their nonworking time from engaging in solicitation and leafleting in nonworking areas.

WE WILL NOT threaten off-duty employees with intervention by law enforcement authorities if they disobey our unlawful prohibition of their protected leafleting activity.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

| | | MANAGEMENT ASSOCIATES, INC. (Employer) | | |
|-------|----|---|---------|---|
| | | | | |
| Dated | By | | | _ |
| | | (Representative) | (Title) | |

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

One MetroTech Center (North), Jay Street and Myrtle Avenue-10th Floor, Brooklyn, NY 11201-4201 (718) 330–7713, Hours: 9 a.m. to 5:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (718) 330–2862